



BellSouth Telecommunications, Inc.

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TN REGULATORY AUTHORITY
DOCKET ROOM

April 9, 2003
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VIA HAND DELIVERY

Hon. Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and NewSouth Communications Corp. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*

Docket No. 03-00272

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, NewSouth Communications Corp. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated May 18, 2001. The Amendment provides for a Loop Qualification System and a list of ADSL Qualified Loops.

Thank you for your attention to this matter.

Sincerely yours,


Guy M. Hicks

cc: Senior Vice President of Network Planning & Provisioning, NewSouth Communications, Corp.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
BellSouth Telecommunications, Inc. and NewSouth Communications Corp.
Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND NEWSOUTH COMMUNICATIONS CORP.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, NewSouth Communications Corp. ("NewSouth") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated May 18, 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, NewSouth and BellSouth state the following:

1. NewSouth and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to NewSouth. The Interconnection Agreement was filed with the Tennessee Regulatory Authority ("TRA") on August 1, 2001 for approval.

2. The parties have recently negotiated an Amendment to the Agreement. The Amendment provides for a Loop Qualification System and a list of ADSL Qualified Loops. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, NewSouth and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

The Amendment provides that either or both of the parties are authorized to submit the Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and NewSouth within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. NewSouth and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

NewSouth and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 10th day of Apr, 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

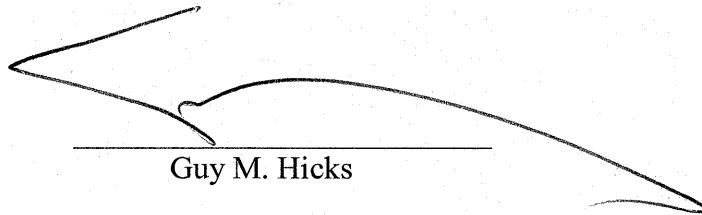
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 15 day of April, 2003:

Senior Vice President of Network
Planning & Provisioning
NewSouth Communications, Corp.
NewSouth Center
Two N. Main Street
Greenville, SC 29601



Guy M. Hicks

**AMENDMENT
TO THE
AGREEMENT BETWEEN
NEWSOUTH COMMUNICATIONS CORP.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED May 18, 2001**

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, and NewSouth Communications, Corp. ("NewSouth") a Delaware corporation.

WHEREAS, The Parties desire to amend that certain Interconnection Agreement between BellSouth and NewSouth dated May 18, 2001 (the "Interconnection Agreement") in order to include BellSouth's Agreement for Provision of Loop Qualification System and a List of ADSL Qualified Loops;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties hereby agree to add new Section 2.9 to Attachment 2 of the Interconnection Agreement.

2.9 Loop Qualification Service

2.9.1 Description of Service

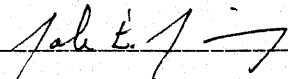
- 2.9.1 BellSouth will provide to NewSouth BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering in accordance with Exhibit D.

2. The Parties agree to add Exhibit D, Agreement for Provision of Loop Qualification System and a List of ADSL Qualified Loops, to Attachment 2 of the Interconnection Agreement.
3. The Parties agree that all of the other provisions of the Interconnection Agreement, dated May 18, 2001, shall remain in full force and effect.
4. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee Public Service Commissions or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

This Amendment is made effective upon the date that it is signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

NewSouth Communications Corp.

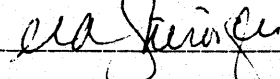
By: 

Name: Jake E. Jennings

Title: Vice President, Regulatory Affairs

Date: 2/5/03

BellSouth Telecommunications, Inc.

By: 

Name: Elizabeth R. A. Shiroishi

Title: Director

Date: 2/6/03

**AGREEMENT FOR PROVISION OF LOOP QUALIFICATION SYSTEM AND A LIST
OF ADSL QUALIFIED LOOPS**

The undersigned customer (hereinafter "customer") has requested access to the Loop Qualification System (LQS). LQS was originally designed as an internal tool utilized by BellSouth and Internet Service Providers (ISPs) selling BellSouth ADSL (Asymmetric Digital Subscriber Line) Service to determine if a telephone number(s) at a specific service address qualified for BellSouth ADSL Service.

In consideration of the terms and conditions enumerated below, the Company hereby agrees to provide the customer access to LQS and a bulk list of ADSL qualified customers from LQS:

1. The Company makes no claim as to the accuracy or completeness of LQS nor the bulk list.
2. The customer is responsible for acting within the local, state, and federal law governing the use of the bulk list for the purpose of, but not limited to, marketing of service through direct mail or telemarketing. Furthermore, the customer hereby agrees to refrain from abusive telemarketing practices.
3. The Customer agrees that it will use the LQS information and the bulk list and/or any information directly derived from the bulk list for the sole purpose of qualifying and selling its own services (whether by itself or in a package of other offerings).
4. Customer will not use the bulk list for the purpose of conducting research, marketing, qualifying, or selling products and/or services other than its own services
5. Customer will not provide the bulk list, any portion or portions of the bulk list, copies of the bulk list, or any information derived directly from the bulk list to others without the prior written consent of the Company.
6. Customer acknowledges and agrees to the Company's right to revoke and terminate the use of the bulk list by the customer. The Company may exercise this right of revocation and/or termination at any time, for any purpose, by oral or written notice to the customer. In such event, the customer agrees to immediately destroy or return all copies and/or components of the bulk list. For purposes of this paragraph, the term "immediately" shall be defined as a period of time not to exceed forty-eight (48) hours.

BY: *John E. J...*

TITLE: Vice President of Regulatory Affairs

SUBSCRIBER/COMPANY NAME:

NewSouth Communications Corp

ADDRESS:

Two North Main Street

Greenville, SC 29601

BELLSOUTH TELECOMMUNICATIONS, INC.

BY:

Ma Shwinger

TITLE:

DIRECTOR

DATE:

2/6/03